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**NOTES OF CASES.**

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**Unguarded Stairway during Bargain Sale.**—During a special sale of granite ware the attendant crowd in their anxiety to purchase became violent. A woman, trying to attract the attention of a clerk, who was standing on a counter, kept her eyes on him, and was pushed around another counter, and precipitated to the floor below via an unguarded stairway. In *F. W. Woolworth & Co. v. Conboy*, 170 Federal Reporter, 934, plaintiff sued to recover for the injury received through leaving the stairway unguarded. The United States Circuit Court of Appeals held that, even had the stairway not been separated from that portion of the floor used by the public, its maintenance would not have been negligence, such open stairways being an ordinary feature of store premises, the public when resorting there assuming the risk arising therefrom, and are bound to protect themselves by the use of their eyes against such dangers. The crowd on the present occasion seems to have been somewhat more violent than usual; still such crowds are often found in large stores at the time of special sales and during the holiday season. They are an unavoidable feature of mercantile life in large cities. Plaintiff having met with an accident which is quite frequent, her misfortune cannot fairly be shifted upon defendant.

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**Moral Obligation as Consideration of Contract.**—One Kane entered into an oral agreement with his broker authorizing him to sell a parcel of land. On the day of sale he made and executed a written agreement promising to pay two hundred dollars of the purchase price to his broker for the services rendered. Now there is a statute which provides that any agreement authorizing a broker to sell or purchase real estate for compensation shall be void unless it be in writing, and upon this statute Kane, in *Muir v. Kane*, 104 Pacific Reporter, 153, bases his appeal from the judgment of the Superior Court, claiming that there is no legal consideration for the written agreement. The Supreme Court of Washington holds that the moral obligation to pay for the services is sufficient to sustain the subsequent written agreement to pay therefor. The statute was intended to prevent frauds and perjuries. This contract between Kane and Muir was not one of moral turpitude, and the authority to make the sale is admitted; therefore, the statute does not apply.

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**Taxation of Private Waterworks to Support Competitor.**—The right of a municipality to levy a tax on a private waterworks system for the support of a municipal system is discussed in *In re Beauty Spring Water Co.*, 118 New York Supplement, 659. It appeared that the service furnished by the private company was inadequate for domestic and fire protection and the municipality finally constructed